

**NOTICE OF WITHDRAWAL OF PROTECTIVE PROOF OF CLAIM AND
SETTLEMENT AGREEMENT BETWEEN THE DEBTORS AND
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY RESOLVING
PROOF OF CLAIM NO. 7133**

WHEREAS, on September 14, 2005 (the “**Petition Date**”), Delta Air Lines, Inc. (“**Delta**”) and certain of its subsidiaries (collectively, the “**Debtors**”)¹ each filed voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and have continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, the Debtors are authorized under Debtor’s Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated April 25, 2007 and effective April 30, 2007, (the “**Plan**”) to enter into this settlement agreement (the “**Agreement**”); and

WHEREAS, the United States, on behalf of the United States Environmental Protection Agency (the “**Claimant**”) has filed a proof of claim, No. 7133 (the “**Claim**”) in these jointly administered chapter 11 cases in an unspecified amount, arising from (i) Debtors’ alleged liability under the Comprehensive Response, Compensation and Liability Act (“**CERCLA**”) and under two Consent Decrees with the United States for contamination at the Operating Industries, Inc. Superfund Site in Monterey Park, California (“**OII Site**”); and (ii) Debtors’ alleged liability under CERCLA in connection with the How’s Corner Superfund Site in Plymouth, Maine (“**How’s Corner Site**”);

WHEREAS, the OII Steering Committee has also filed a proof of claim, No. 6818 in these jointly administered chapter 11 cases in an unspecified amount, arising from Debtors’ alleged liability under the OII Steering Committee Agreement dated December 31, 1986 and amended from time to time and alleged liability under CERCLA for contamination at the OII Site, including liability under the Consent Decrees described above;

WHEREAS, the Debtors and the OII Steering Committee are entering into a Settlement Agreement Between the Debtors and OII Steering Committee Resolving Proof of Claim No. 6818 (the “**Steering Committee Settlement Agreement**”) to fully resolve Debtors’ alleged liability associated with the OII Site;

WHEREAS, the Debtors and the United States wish to compromise their disputes and resolve the Claim in its entirety by this Agreement;

¹ The Debtors are the following entities: ASA Holdings, Inc.; Comair Holdings, LLC; Comair, Inc.; Comair Services, Inc.; Crown Rooms, Inc.; DAL Aircraft Trading, Inc.; DAL Global Services, LLC; AL Moscow, Inc.; Delta AirElite Business Jets, Inc.; Delta Air Lines, Inc.; Delta Benefits Management, nc.; Delta Connection Academy, Inc.; Delta Corporate Identity, Inc.; Delta Loyalty Management Services, LLC; Delta Technology, LLC; Delta Ventures III, LLC; Epsilon Trading, Inc.; Kappa Capital Management, Inc.; and Song, LLC.

NOW, THEREFORE, IT IS HEREBY AGREED, subject to and in accordance with the Plan, by and between the Debtors and the United States, as follows:

1. Upon the execution of this Agreement and the Steering Committee Settlement Agreement:

(a). The portion of Claimant's claim number 7133 that relates to the OII Site shall be withdrawn with prejudice upon the execution of this Agreement and the Steering Committee Settlement Agreement.

(b). The United States is granted an allowed, general unsecured pre-petition claim ("Allowed Claim"), which claim shall be a Delta Class 4 claim under the Plan, in the amount of \$31,063.00, in which it will receive a distribution pursuant to the Plan.

2. The United States may seek satisfaction of the Claim only as set forth herein. The United States will not seek to hold liable for this Claim, or for the debt, obligation, liability, account, suit, damages, or cause of action giving rise to the Claim, Debtors nor any of Debtors' successors, assigns, officers, directors, employees, or trustees, but only to the extent that such alleged liability is based solely on its status as and in its capacity as Debtor/s' successor, assign, officer, director, employee, or trustee.

3. In consideration of the distributions that will be made under the Plan on account of the claims allowed by the terms of this Settlement Agreement, the United States covenants not to bring a civil action or take any administrative action against the Debtors pursuant to sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, relating to the How's Corner Site and the OII Site.

4. Plan distributions on account of the Allowed Claim shall be made pursuant to the Plan, provided that any distribution pursuant to the Plan shall be issued to the United States Attorney's Office, Southern District of New York, in accordance with written instructions provided by the United States to the Debtors after execution of this Settlement Agreement.

5. Nothing contained herein shall be deemed an admission of liability on the part of the Debtors with respect to the Claim.

6. The United States reserves all of its rights against the OII Steering Committee and its members, including, but not limited to, rights related to financial assurance.

7. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary or appropriate in conjunction with the performance of their respective obligations hereunder.

8. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors.

9. This Agreement may be signed in counterpart originals and delivered by facsimile, which, when fully executed, shall constitute a single original.

10. This Agreement constitutes the entire agreement and understanding of the parties regarding the Agreement and the subject matter thereof. The terms set forth in this Agreement are part of a comprehensive compromise and each element is an integral aspect of the agreed settlement and is non-severable.

11. The Court shall retain jurisdiction with respect to any disputes relating to or arising from the terms and provisions of this Agreement.

12. Each person who executes this Agreement represents that he or she is duly authorized to execute this Agreement.

13. This Agreement is effective upon (i) execution by both parties and (ii) execution of the Steering Committee Settlement Agreement and shall not be modified, altered, amended or vacated without written consent of all parties hereto.

14. Immediately upon the effectiveness of this Agreement, the Debtors' claims and noticing agent is authorized and directed to amend the claims register accordingly.

AGREED AND ACCEPTED:

UNITED STATES OF AMERICA

DELTA AIR LINES, INC.

BY: _____

BY: _____

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